3:Temple G-4 (no date)1922 FF38 Katab FF38
Kaje

Their first acquaintance with the Filane was when some settlers of that race came to their country at Kachicharri and paid certain irregular tribute of cattle to the Kaje.

At the outbreak of the Jihad, however, they were invaded by the Filane who came and settled near Mount Daroro. The Kaje decided to wipe them all out, but the plot was betrayed by the Filane concubine of Sarkin Indema and her compatriots escaped. She, herself, suffered condign punishment, being thrown into a hole which was filled up with stones and she was thus buried alive.

When the Filane settled at Jemaa in the same neighbourhood, the Kaje again tried to turn them out, circ. 1812 A.D., but were ultimately defeated—some of them fled into Zaria Province, and the main body to Sanga, south-east of Jemaa.

The Kaje were situated on both sides of the Zaria-Nassarawa boundary when the Filane Emir of Zaria, Abdul Karimi, circ. 1835 A.D., sent a force against them at their principal town of Kurmin Bi, to exact tribute. An arrangement was come to, but circ. 1849 Mohman Sani, then Emir of Zaria, led a punitive expedition against them and told the southern section to follow the Sarkin Jemaa, since which time they have had no recognised tribal Chief. In 1858 they were again recalcitrant and Audu, Emir of Zaria, finally broke them. Since 1870 the Jemaa Kaje have been ruled, nominally at least, by Jekada from Jemaa, and in 1912 they were induced to acknowledge the practical suzerainty of the Sarkin Jemaa and accepted, as District head, Liman Umoru, a Filane of Jemaa.

In old days each village was governed by a council of Elders and an hereditary village Chief. This office was, however, usually vacated after a few years, the Chief nominating the most capable member of his family to be his successor and himself retiring to a seat on the council. An office bearer called Tagama (Magajin Mutua) judged all disputes and apportioned farm-lands, to which the occupant and his heirs had exclusive right so long as the land was cultivated. It was not uncommon, however, for the occupant to lease his land, practically as a matter of goodwill, for he only received a pot of beer, which lease was terminable by either party after the dawa harvest; no woman might hold land.

There was a regular system of punishment of crime, but there were only three legal offences: Theft from a storehouse, murder and adultery. The two latter were alike punishable by death or by banishment.

A thief's family paid a horse to the village head, who was the judge in all judicial affairs.

A murderer was expelled from the village for two years; he was sent first to Kurmin Bi, thence to Sakwot, thence to Fadan Kagoma, where he worked on the Kogoma farms. He

178 at all. Formerly the Fulani necessitated the practice—now it is their
423 own children. The resultant situation is very much the same.

Alienation of rights in land.

26. Since land hunger has not, as yet, become a personal problem of the individual Kagoro there has not been, so far, any
425 great development in individual transactions involving land. As far as could be ascertained only three transactions would be recognised by local custom—exchange, loan and a form of pledge. Sale was not acknowledged—once its implications had been understood (paragraph 6 above).

Sale.

27. In view of previous statements on this subject I give in
425 detail my investigations. The District Head is a Kagoro educated
● 427 at a Mission School. He has a fair command of Hausa in which
[191] language the interrogations were conducted. A number of the Elders present also had a knowledge of Hausa. In reply to the question—was sale (*saye da sayarwa*) of land practised and acknowledged by the Kagoro?—the answer was yes! Several of the Elders nodded confirmation. Details of such a transaction were then asked for. A man desirous of farming a particular field would approach the ' owner ' and offer him a goat. If the ' owner ' of the field accepted the goat then the man who had given him it would be permitted to go on farming that field until either the ' owner ' claimed the field back—in which case he would return the goat to its former owner—or the borrower decided to vacate—in which case he could claim his goat back. Any of the goat's offspring would belong to the lender of the farm. Never more than one goat would be given however large the field might be. No other payment either in money or kind is involved. If the goat dies another goat would be substituted—but the goat was always returnable on demand by either party to the transaction. The transaction was terminable by either party at will except that the borrower of the farm would be allowed to reap what he had sowed.

28. When it was pointed out that the ' sale ' of land involves the complete and *permanent* relinquishment by the holder of all his or any would-be inheritor's rights in the land it was strenuously and vehemently stated that no such transaction could possibly take place. The idea was absurd. Whatever an individual himself might have done with or received in exchange for his land, his son or those with the reversionary hereditary rights in the land would always and at any time be competent to take back the land on handing over to the ' outsider ' whatever had been given in exchange. It was obvious that the concept of outright ' sale ' in respect of land did not exist. All that an individual could do with his land—other than farm or build on it—was to alienate it *temporarily* in one or the other

of the forms set out below. He could do no act which would deprive his descendants of their rights to enjoy the land. 425 427

29. This transaction is described above. It would appear to give the borrower of a field a somewhat better status in a dispute than mere loan (paragraph 31 below). Loan with pledge. 426

30. Exchange is a simple transaction arranged for the convenience of two parties. A will exchange a field with B in order to be nearer to his house. Exchange also takes place when A, having borrowed a farm from B, builds a house on it. In such cases B can claim from A a similar field from the latter's farm. The transaction involves no permanent change in the ownership of the rights of user, there is no payment of money or in kind and it is simply arranged as a matter of convenience. Exchange. 425 437

31. In the case of a loan of a field A will give to B, the owner, a chicken or the value of a chicken in money. He is then entitled to farm that field until the owner asks for it back. Whatever the size of the field or farm never more than one chicken is handed over. No time limit is put on the loan, the arrangement being terminable by either party at any time with the following exceptions:— Loan 426

(*a*) If the borrower builds a house on the land then he cannot be turned off until he chooses to leave. If he stays on, however, he must give to the lender, should the latter demand it, a field of similar size in in exchange (paragraph 30);

(*b*) once the farming season has started then the lender must permit the borrower to continue to farm the land for that season;

(*c*) if a man has built a house on a loaned farm he is entitled to continue farming for one season after he has removed his house. This is in exchange for the manuring the land will have received.

The distinction from the form of pledge referred to above, in paragraph 30, is that the chicken is not returnable whereas the goat is.

32. The proviso (*a*) in paragraph 31 above is of some interest in that it will be seen to recur, in varying forms, in all the tribal areas discussed in this report and even in the Hausa enclaves. The building of a house on a loaned or exchanged farm creates, in favour of the borrower, a special lien in that he cannot be turned off until he chooses to go. The theory behind the practice—which is recognised in a Kagoro proverb—is that a man will not loan a farm to another unless the latter is a friend and he wants to have him on [572]

423 worked would continue to belong to the farmer and his descendants
593 no matter how long it may have remained unworked. It would not return to the ' pool ' unless all members of the family had died out.

Alienation sale. 425 65. Sale is not customary and would not be acknowledged—not even the restricted form of sale referred to in paragraph 49 above. There is no land hunger and the circumstances for sale do not exist, *i.e.*, a would-be buyer and exchange value for the land.

Loan. 426 66. The loaning of land is customary and is the same in its essential details as that described for the Kagoro with the substitution of the brewing and sharing of a pot of beer for the gift of a chicken. All lands occupied by the Kaje immigrants are loaned. The same rules regarding the building of a house apply—except that a two years' grace period is allowed here instead of the one year with the Kaje.

Pledge. 67. Pledging does not occur. Opinion would not regard it as being in accord with custom if it did.

[431] [427] 68. Gift, leasing or renting are unknown and would not be acknowledged by custom if they occurred.

Authority in land matters. 691 423 69. The normal procedure, both in the past and now, in the case of a farm dispute is for the claimant to a farm or part of a farm to hang up on a bush on the farm a bunch of " Kujemi " leaves. This ensures that the occupier will forthwith cease any work on the farm. He dare not do otherwise. The occupier would then report the matter to the kindred elders who would investigate the rival claims and give their decision. In past times this decision would be observed by both disputants, the elders if necessary giving the tribal oath or " tsafi " to the occupier of the farm. The challenger would have been obliged to accept the decision of the " tsafi " and remove the " Kujemi " leaves—providing, of course, the occupant had not been stricken dead by taking a false oath. Nowadays though most cases would still be settled by the decision of the kindred elders a disputant, if aggrieved by the decision of the elders, could refuse to have the oath given by them and have the matter settled by the Native Court instead. It is to be noted that in the past the elders of the Dun, Kudak, Chorr and Ngeh kindreds would have no say at all in the Wenyum kindred's land matters and *mutatis mutandis*. They would have the power now since representatives of each kindred sit on the Court. The extent to which each of the four kindreds would, in practice, interfere with the decision of the representatives of the fifth kindred is not known. There is, of course, nowadays,